

BOARD OF POLICE COMMISSIONERS

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KANSAS CITY, MISSOURI 64106

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DAVID V. KENNER

SECRETARY-ATTORNEY

January 12, 2016

Bid No. 2016-3

MOTORCRAFT PARTS, BRAKES/COMPONENTS AND ACCESSORIES

The Board of Police Commissioners (BOPC), Kansas City, Missouri Police Department, extends an invitation to bid on a one (1) year contract to provide Motorcraft Parts, Brakes/Components and accessories to the Kansas City, Missouri Police Department subject to the conditions and specifications set forth. The contract period will be from May 1, 2016 through April 30, 2017, with an option to renew for two additional one year periods based upon mutually agreeable pricing, availability of funding and quality of service.

TERMS AND CONDITIONS

1. Only bids received prior to the specified opening time and contained in a sealed envelope marked with the bid number will be considered.

OPENING: 2:00 p.m., Wednesday, February 10, 2016

POLICE HEADQUARTERS BUILDING

1125 LOCUST

KANSAS CITY, MISSOURI 64106

2. Bids delivered by courier will be accepted by the Purchasing Section, located on the second floor of Police Headquarters. Couriers will be required to sign-in at the first floor guard station. Couriers will be required to show a picture identification card. A visitor pass will be issued and the courier will be directed to the second floor.
3. Bids will be received Monday through Friday, 8:00 a.m. to 3:00 p.m. The Kansas City, Missouri Police Department will not be accessible on holidays. The BOPC will NOT guarantee receipt of bids delivered to Police Department elements other than the Purchasing Section.
4. It is the responsibility of the bidder to deliver the bid modifications on or before the date and time of the bid receipt deadline. Bids will **NOT** be accepted after the date and time of closing except for extenuating circumstances as approved by the Financial Services Unit Commander.
5. The BOPC strives to notify all prospective bidders of any issued addenda. **It is important to note, however, that it remains the responsibility of the bidder to determine if any addenda have been issued and to obtain those addenda prior to submitting their proposal.**
6. **THE BOPC WILL NOT ACCEPT ELECTRONICALLY TRANSMITTED BIDS.**

7. Any questions regarding the information outlined in this bid must be submitted in writing, by fax or email, to be received no later than **3:00 p.m., Wednesday, February 3, 2016.**

Email Address: Trina.Canady@kcpd.org

Fax Number: **(816) 234-5307**

8. The BOPC encourages and recommends that bidders comply with the Affirmative Action Program as administered by the Director of Human Relations, City of Kansas City, Missouri.
9. The successful bidder must comply with all State of Missouri laws which are applicable in this area.
10. The BOPC encourages and recommends that bidders comply with the "Missouri Domestic Products Procurement Act", 34.350-34.359 RSMo.
11. This bid will be awarded to one vendor as an "All or None" bid.
12. Exceptions to bid clauses must be clearly noted on the specification sheets. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. The BOPC reserves the right to reject any and all bids as well as determine the lowest and best bid.
14. All bids in their entirety and resulting records shall become the property of the BOPC. The bidders may not use this information for any reason without the express written consent of the BOPC.
15. Continuance of any Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds.
16. **The successful bidder must have 95% of all Motorcraft parts, in stock and available for delivery Monday through Friday.**
17. **The successful bidder must provide information on any new Motorcraft Parts, Brakes/ Components and accessories as soon as available to the Fleet Operations Unit either by email, fax or phone.**
18. **Past business history with prospective vendors regarding delivery practices, and in-stock availability of Motorcraft parts and any unsatisfactory service will weigh heavily in the evaluation of this bid. Final award of the bid will be determined through evaluation of the material quality, delivery schedule and price.**
19. By submitting a response to this bid, the vendor certifies that neither it nor its principals are suspended or debarred from contracting for goods or services that are to be purchased from federal awards.

20. In order to compare bids, bidders will submit their bids following the format listed below:

Table of Contents

- I. Pricing Sheet
- II. Cooperative Procurement with Other Jurisdictions
- III. Federal Award Verification Form
- IV. Reference Information Sheet
- VI. Vendor Application/Information Update Form
- VII. W-9 Request for Taxpayer Identification Number and Certification

PRICING

21. Pricing must remain firm for the entire one year contract period.
22. To exercise any portion of a price increase at time of renewal, manufacturing vendors must submit an original letter from the supplier of their raw materials indicating that an equivalent price increase is being levied against the vendor. Retail vendors must submit the same type of letter from their supplier.
23. Price quotes shall exclude all federal and state excise tax.
24. State whether your quotation is net or subject to a cash discount for prompt payment.
25. Only bids which offer to supply genuine Motorcraft Parts, Brakes/Components and accessories of any kind will be considered. No equivalent parts will be accepted.
26. **The BOPC will not pay for restocking fees.**
27. **Dealer will ensure delivery of either a parts price catalog, PDF file or CD and all updates on Dealer Cost and list price. Dealer must list additional costs if applicable.**
28. Pricing must include ALL costs associated with the delivery of the goods or services. The proposal must be F.O.B., Kansas City, Missouri Police Department, Fleet Operations Unit, 5215 E. 27th Street, Kansas City, Missouri, 64127.
29. It is mutually agreed and understood that, without exception, the bid prices shall include all royalties, licensing fees or costs arising from the use of such design, device, or materials in any way involved in the work. The contractor and or his sureties shall indemnify and save harmless the BOPC and/or its agent from any claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the BOPC and/or its agents for any cost, expense, or damage which it may be obligated to pay by reason of such completion of the work.
30. The continuation of the incumbent Contractor(s) in each of the option years is a prerogative of the BOPC and is not a contractual right of the Contractor(s). The BOPC's decision in regards to exercising the option is not subject to appeal.

INVOICING

31. The supplier will invoice the BOPC for articles ordered via purchase orders. Partial payments on incomplete invoices will not be made. Invoices must not be included with the delivery of products.
32. Invoices shall be forwarded to:

Board of Police Commissioners
Accounting Section
1125 Locust
Kansas City, Missouri 64106
33. All packing lists and invoices must reference the item description, quantity, stock number, contract unit price, extended price, total amount due and purchase order number.
34. Pricing on the invoice must match bid pricing.
35. Invoices shall be received no later than 10 – 15 days following receipt of goods.
36. Credit memos are required for correction of billing errors, return of goods, etc. and should be submitted in the same manner described herein for an invoice.

DELIVERY

37. **Orders placed prior to 2:00 p.m., must be delivered within one hour. Any orders placed after 2:00 p.m., will be delivered as soon as possible on the next business day, unless other arrangements have been made between the successful bidder and the Fleet Operations Unit.**
 - A. Items shall be ordered as required and shall be subject to delivery as stated in the successful vendor's bid quotation. Payment will not be made until each item listed on the purchase order has been received in good condition.
 - B. The BOPC requires that all materials ordered will be delivered when specified. If deliveries are not made at the time agreed upon, the BOPC reserves the right to cancel or to purchase elsewhere and hold the Seller accountable for any damages sustained as a result thereof.
38. Vendors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the BOPC immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

CONTRACTOR SERVICE

39. The successful bidder will be responsible for replacing any and all items the BOPC determines to be in unacceptable condition, at no cost to the BOPC. This includes shipping cost for returning non-functional items for replacement.
40. The successful bidder must function as the single point responsibility for the BOPC regardless of any sub-contract arrangements for all products and services provided.

TERMINATION OF CONTRACT

41. The successful bidder will permit cancellation by the BOPC for good cause upon thirty (30) days written notice. Such cancellation shall require approval by the BOPC. The Financial Services Unit Commander may suspend this contract pending subsequent approval of cancellation by the BOPC. Examples of good cause are:
- A. Major changes in user requirements.
 - B. Repeated unsatisfactory service performed by the successful Vendor that is not rectified within a reasonable period of time.
 - C. Unforeseen cancellation of a program.

FAILURE TO PERFORM

42. **In the event the successful bidder fails to perform in accordance with the terms and conditions of this bid, or if applicable, in the event the relationship between the bidder and the manufacturer is terminated and the bidder is unable to perform in accordance with the terms and conditions of this bid, the bidder shall be responsible for any and all additional re-procurement costs to the BOPC.**

LIQUIDATION OF DAMAGES

43. If the successful bidder fails to deliver the equipment or perform the services within the time specified in this contract, or any extension thereof, the actual damage to the BOPC for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful bidder shall pay to the BOPC as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth below. In the event the successful bidder shall be liable, in addition to the excess costs, for such liquidated damages accruing until such time as the BOPC may reasonably obtain delivery or performance of similar equipment or services. The successful bidder shall not be charged liquidated damages when the delay arises out of causes beyond the reasonable control and without the faults of negligence of the successful bidder. The BOPC shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in their judgment the findings of fact justify an extension.
- A. The liquidation damages are fixed and agreed to in the amount of Five Hundred Dollars (\$500.00) per calendar day of default. The total liability of liquidated damages shall not exceed five percent (5%) of the total contract price.
 - B. There shall be two (2) events of default and the liquidated damages will occur on the first calendar day thereafter.
 - C. The BOPC shall have the right to deduct the liquidated damages from any money due, or to become due, to the successful bidder, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

SPECIFICATIONS

44. Please complete the attached pricing sheet and return with your bid.

BOARD OF POLICE COMMISSIONERS

Captain Derek McCollum
Commander
Financial Services Unit

Pricing Sheet

Motorcraft Parts, Brakes/Components and Accessories
Bid #2016-3

New Motorcraft Parts: Dealer Cost +/- _____%

Remanufactured Parts: Dealer Cost +/- _____%

Brakes (All Components): Dealer Cost +/- _____%

Catalog Charge: \$_____each

Bid Submitted By: _____

Name of Company: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Name (Please Print): _____

Signature: _____

Date: _____

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

1. This section is optional, it will not affect bid award. If the Board of Police Commissioners awarded you the proposed contract, would you sell the exact items as specified in this proposal, under the prices and terms of this contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES____NO _____

INITIALS_____

2. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Proposal and any subsequent term contract.
3. There shall, however, be no obligation under the cooperative procurement agreement for any organization by MACPP to utilize the proposal or contract unless they are specifically named in the Invitation for Proposal as a joint respondent.
4. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
5. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The Board of Police Commissioners has sole authority to modify the contract and the PCO to handle disputes regarding the substance of the contract. The PCO is Trina Canady, Kansas City, Missouri Police Department.
6. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

Federal Award Verification Form

Name of Company

Street

Address:_____

City, State, Zip Code:_____

Phone Number:__(____)_____

We here by certify:

Vendor certifies that neither it nor its principals are suspended or debarred from contracting for goods or services that are purchased from federal awards.

Signature of Authorized Person Certifying

Date

Print Name and Title

REFERENCE INFORMATION SHEET

List current customer references that acquired services and products from your company.

1. Company Name:

Address:

Contact Person:

Phone Number:

Description of services and or products purchased through your company:

2. Company Name:

Address:

Contact Person:

Phone Number:

Description of services and or products purchased through your company:

REFERENCE INFORMATION SHEET

List current customer references that acquired services and products from your company.

3. Company Name:

Address:

Contact Person:

Phone Number:

Description of services and or products purchased through your company:

4. Company Name:

Address:

Contact Person:

Phone Number:

Description of services and or products purchased through your company:

**VENDOR APPLICATION / INFORMATION UPDATE FORM
KANSAS CITY, MISSOURI POLICE DEPARTMENT**

Name of Organization (as registered with IRS):

Registered Name: _____
Address: _____ Phone: (____) _____
City, State & Zip: _____ Fax: (____) _____
Web Site: _____ Email: _____

List Any applicable "Doing Business As" ("DBA") Names:

Vendor Category:

☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Distributor ☐ Service

Vendor Type:

☐ Individual ☐ Partnership ☐ Corporation

Minority Business: ☐ Yes ☐ No

Type: ☐ African American ☐ Asian ☐ American Indian ☐ Hispanic
☐ Other (Specify: _____)

Woman Owned Business: ☐ Yes ☐ No

If you answered yes to either of the above questions, You **MUST** indicate below, the primary agency with which your special status is registered.

Payment Terms:

Old Addresses:

If this is an update request, there may be an attached list of all addresses currently on file for your company. If so, please make any corrections or deletions directly on the sheet and return it with this form.

New Addresses:

Please list **ALL** addresses, not on the above-mentioned attachment, for your company on a separate sheet. You must clearly indicate to which address orders and bids should be sent and to which addresses payments should be sent. If any part of your "DBA" names has addresses associated with them, please indicate. Each address **MUST** have an accompanying phone number (including FAX number if applicable)

W-9 Information: You **MUST** complete and return the enclosed Form W-9 regardless of whether or not you will be providing any services you feel qualify you to receive a Form 1099. If you are incorporated, please indicate so in the name block and in the vendor type of the form.

Date You Signed This Form: _____

Name, Title and Phone Number of Person Completing This Form:
